

**INTERAGENCY COOPERATIVE YOUTH IN TRANSITION (YIT) (CHAFEE) AGREEMENT
BETWEEN THE SAULT STE. MARIE TRIBE OF CHIPPEWA INDIANS OF MICHIGAN AND
THE MICHIGAN DEPARTMENT OF HUMAN SERVICES**

This Memorandum of Understanding ("MOU" or the "Agreement") is between the Michigan Department of Human Services (DHS) and the Sault Ste. Marie Tribe of Chippewa Indians of Michigan. Both parties desire to enter into this MOU for the purpose of collaborating to ensure that eligible tribal youth receive Chafee funded goods/services when eligible, needed, and appropriate.

DHS receives federal funding to operate The John H. Chafee Foster Care Independence Act of 1999, under section 477 of the Social Security Act. This includes ensuring that tribal youth have the same access to Chafee funding as non-tribal youth. Sault Ste. Marie Tribe of Chippewa Indians of Michigan and DHS share an interest in the delivery of Chafee funded goods/services to foster youth supervised by the Sault Ste. Marie Tribe of Chippewa Indians of Michigan tribal court.

**I. STATEMENT OF
PURPOSE –
SHARED VISION**

The Sault Ste. Marie Tribe of Chippewa Indians of Michigan and DHS acknowledge a common vision that will serve as the foundation of the collaborative relationship established by the two entities:

- The parties agree to the common goal that every eligible tribal youth receives Chafee funding when needed to assist with the transition to adulthood.
- The parties agree to acknowledge and respect the sovereignty of both the Sault Ste. Marie Tribe of Chippewa Indians of Michigan and the State of Michigan.
- The parties recognize the dual citizenship of Sault Ste. Marie Tribe of Chippewa Indians of Michigan youth.
- The parties agree that Chafee funding for goods/services will be administered through the Health, Education, and Youth Unit at DHS Central Office.

- The parties agree to promote an effective collaboration between DHS and the Sault Ste. Marie Tribe of Chippewa Indians of Michigan in order to best provide Chafee funding.

II. DEFINITIONS

The following definitions shall apply to this MOU:

Addendum: A supplement to this MOU providing detailed processes and procedures. Addendums may be added as agreed and deemed necessary by the parties. The documents within the addendums can be revised and modified when agreed upon by both parties at any time, as needed.

Chafee Funding: Public Law 106-169, "The John H Chafee Foster Care Independence Act of 1999," amended Part E of title IV of the Social Security Act. The law increased the amount of funding to states to assist with independent living preparation and services. Michigan Chafee funding is to be provided to youth in foster care, ages 14-21, that are supervised by the DHS or the tribal court and meet program eligibility requirements.

Heath, Education and Youth Unit (HEYU): A unit within the Department of Human Services—Permanency Division, under the Children's Services Administration. Chafee funding for tribal youth will be administered through the HEYU Youth In Transition Analyst.

Service Worker Support System (SWSS): The computer database system used by the Department of Human Services. For the purpose of this agreement, tribal youth will need to be entered onto this system to receive services/goods.

Youth In Transition (YIT): Michigan's term for Chafee funding.

III. JURISDICTION

- A. Nothing in this MOU shall be construed as or deemed to be a waiver of sovereign immunity of the Sault Ste. Marie Tribe of Chippewa Indians of Michigan or the Michigan Department of Human Services.

IV. SCOPE OF MOU

The Sault Ste. Marie Tribe of Chippewa Indians of Michigan and DHS agree all eligible tribal youth should have the opportunity to receive YIT-funded goods/services when needed.

V. ELIGIBILITY

The following are the eligibility requirements for YIT funding, as stated in DHS foster care policy, FOM 950:

- A. Open foster care case youth: A youth that has an open foster care case under the jurisdiction of the tribal court is YIT-eligible if:
- The youth is between the ages of 14 and 21.
 - The youth is likely to remain in foster care until the age of 18.
- B. Closed foster care case youth: A youth that had an open foster care case under the jurisdiction of the tribal court, whose case is now closed is YIT eligible if:
- The youth was in foster care after his/her 14th birthday.
 - The youth is between the ages of 18-20.

A closed case youth is eligible at age 16 or 17 if:

- The youth left foster care after his/her 16th birthday.
- Prior to case closure, the youth was expected to remain in care until adulthood.
- The requested funding will support the youth through the state of transition to adulthood.
- The requested YIT funds will be used to gain access to goods and services designed to assist the youth:
 - Prepare for, achieve and maintain an independent living situation successfully.
 - Prepare the youth for functional independence; or
 - Ensure the youth's physical, social, economic and psychological needs are met.

The youth, or someone on behalf of the youth, must contact the HEYU-YIT Analyst at 517-373-9219 to access YIT funding.

**VI. REQUIRED
DOCUMENTATION**

The youth must be able to provide the following documents prior to accessing YIT funds:

- Birth certificate.
- Document from the tribal court showing that he/she has a current or past foster care case.
- Documentation of program-eligible expenditure (lease, receipts, estimates, etc.).
- Process and Procedures.

Parties shall work cooperatively to ensure quality service of all YIT-eligible tribal youth as follows:

A. Responsibilities of the Sault Ste. Marie Tribe of Chippewa Indians of Michigan

- The tribal child welfare worker will educate YIT-eligible youth on this funding resource, or will seek DHS staff to do so.
- When a YIT-eligible youth seeks funding, the tribal child welfare worker will contact the DHS HEYU-YIT Analyst at 517-373-9219.
- The tribal child welfare worker will ensure that youth can provide a birth certificate and documentation of being in foster care so that the HEYU-YIT Analyst is able to provide services.

B. Responsibilities of DHS: Once a youth or tribal child welfare worker contacts the HEYU-YIT Analyst, the following will occur:

- The youth's information will be entered into SWSS. Only information required for YIT purposes will be entered; this is predominantly contact information and proof of YIT eligibility.
- The youth's birth certificate, documentation of being in foster care, and documentation of requested expenditure will be obtained by the HEYU-YIT Analyst.

- The DHS-722, YIT Eligibility Checklist will be completed by the HEYU-YIT Analyst.
- The DHS-4713, Youth Service Profile Report will be completed by the HEYU-YIT Analyst.
- A payment voucher will be completed by the HEYU-YIT Analyst.
- Case Management Disputes.
- The Sault Ste. Marie Tribe of Chippewa Indians of Michigan and DHS agree to work cooperatively to resolve any disputes regarding the disbursement of YIT funding.

IX. PAYMENT AND COLLECTIONS

All youth under the Sault Ste. Marie Tribe of Chippewa Indians of Michigan foster care tribal court supervision (those youth that are not under any supervision of DHS) will apply for YIT funding through the HEYU-YIT Analyst at DHS Central Office.

X. COMPENSATION

The services provided from DHS to Sault Ste. Marie Tribe of Chippewa Indians of Michigan and from Sault Ste. Marie Tribe of Chippewa Indians of Michigan to DHS under this MOU shall be rendered at no cost to either party unless otherwise specified within a Contract for Services Agreement established and agreed upon by both parties.

XI. COMMUNICATION AND TRAINING

- A. The parties agree to communicate with each other on a regular basis to discuss issues of mutual concern and to mutually resolve any questions or disputes that arise.
- B. Sault Ste. Marie Tribe of Chippewa Indians of Michigan will provide a contact name to be the recipient of all policy materials regarding YIT or other applicable policy statements.
- C. DHS agrees to invite Sault Ste. Marie Tribe of Chippewa Indians of Michigan employees to attend YIT/ETV statewide

trainings or events of interest to Sault Ste. Marie Tribe of Chippewa Indians of Michigan employees. Sault Ste. Marie Tribe of Chippewa Indians of Michigan agrees to invite DHS employees to attend similar meetings or events.

**XLI.
CONFIDENTIALITY
AND SECURITY OF
INFORMATION –
SAFEGUARDING**

The parties will maintain the confidentiality of all information concerning recipients of YIT funding and will use the information only for purposes directly connected with administration of the John H. Chafee Foster Care Independence Act of 1999, within the title IV-E section of the Social Security Act.

**XLII. TERM OF THE
MOU**

The MOU shall commence upon execution of the MOU by both parties. This MOU remains in effect until terminated in writing, upon thirty (30) days written notice by either party.

**XIV. AUTHORIZED
REPRESENTATIVES**

- A. The authorized representative for the Michigan Department of Human Services is DHS Director, Maura D. Corrigan.
- B. The authorized representative for the Sault Ste. Marie Tribe of Chippewa Indians of Michigan is the Anishnabek Community and Family Services Director, Juanita Bye.
- C. The authorized representatives are authorized to sign this MOU.

**XV. REVIEW AND
MODIFICATION OF
THE MOU**

This MOU shall be the entire agreement between the parties with regard to YIT funding. This MOU may be amended only with the written consent of the parties.

No modifications to this MOU may violate federal, state, or tribal laws or regulations, or exceed the budget authority of each respective party.

**XVI.
CONTINGENCIES**

During the term of this MOU, it is understood that each party's participation is contingent on laws authorizing the activities described within this MOU and on the availability of funds to carry out those activities. Either party may terminate this MOU as provided in the Term of the MOU section, if laws are amended, or if funding is reduced to the point that the party, in its sole discretion, determines that continuation of the MOU is no longer permitted or feasible.

**XVII.
PERFORMANCE
STANDARDS**

The parties agree to work together to identify methods of evaluating the impact of this MOU on the delivery of YIT-funded goods/services including the use of federal performance standards.

XVIII. COMPLIANCE

In carrying out this MOU, the parties agree to comply with the John H. Chafee Foster Care Independence Act of 1999, title IV-E of the Social Security Act, and any other applicable federal regulations, requirements, policies, and laws.

**XIX. MAINTENANCE
OF RECORDS**

Each party will retain all fiscal and case records relating to this MOU for as long as required under applicable laws and regulations.

THE PARTIES HEREIN, HAVING APPROVED AND SIGNED THIS MOU, AGREE TO BE BOUND TO THE PROVISIONS SET FORTH IN THIS MOU.